

## United States District Court, Eastern District of New York

UNITED STATES OF AMERICA

v.

ORDER SETTING CONDITIONS OF RELEASE  
AND APPEARANCE BOND

Hernan Lopez, Defendant.

Case Number: 15-CR-252 (S-3) (PKC)

## RELEASE ORDER

It is hereby ORDERED that the above-named defendant be released subject to the Standard Conditions of Release on the reverse and as follows:

☐ Upon Personal Recognizance Bond on his/her promise to appear at all scheduled proceedings as required, or

☒ Upon Bond executed by the defendant in the amount of \$ 15,000,000 and secured by ☒ financially responsible sureties listed below and/or ☒ collateral set forth below.

## Additional Conditions of Release

The Court finding that release under the Standard Conditions of Release on the reverse will not by themselves reasonably assure the appearance of the defendant and/or the safety of other persons and the community, IT IS FURTHER ORDERED as follows:

- ☒ 1. The defendant must remain in and may not leave the following areas without Court permission: ☐ New York City; ☐ Long Island, NY; ☐ New York State; ☐ New Jersey; ☐ See Attachment A and travel to and from this Court and the permitted areas.
- ☒ 2. The defendant must avoid all contact with the following persons or entities: See Attachment A
- ☒ 3. The defendant must avoid and not go to any of the following locations: See Attachment A
- ☒ 4. The defendant must surrender all passports to Pretrial Services by 4/10 and not obtain other passports or international travel documents.
- ☒ 5. The defendant is placed under the supervision of the Pretrial Services Agency subject to the Special Conditions on the reverse and:
- ☒ a. is subject to random visits by a Pretrial Services officer at defendant's residence and/or place of work;
- ☒ b. must report ☒ as directed by Pretrial Services or ☐ in person            times per            and/or ☐ by telephone            times per           ;
- ☐ c. must undergo ☐ testing, ☐ evaluation and/or ☐ treatment for substance abuse, including alcoholism, as directed by Pretrial Services.
- ☐ d. must undergo evaluation and treatment for mental health problems, as directed by Pretrial Services.
- ☐ e. is subject to the following location restriction program with location monitoring, as directed by Pretrial Services:
- ☐ home incarceration: restricted to home at all times, except for attorney visits, court appearances and necessary medical treatment;
- ☐ home detention: restricted to home at all times, except for attorney visits, court appearances, medical treatment, ☐ religious services, ☐ employment, ☐ school or training, ☐ other activities approved by Pretrial Services, ☐           ;
- ☒ curfew: restricted to home every day from 10:00 p.m. to 6:00 a.m., or ☒ as directed by Pretrial Services.
- ☒ Defendant must pay all or part of the cost of any required testing, evaluation, treatment and/or location monitoring with personal funds, based upon ability to pay as determined by the Court and the Pretrial Services Agency, and/or from available insurance.
- ☒ 6. Other Conditions: See Attachment A

## APPEARANCE BOND

\*Subject to limitations set forth in Attachment B

I, the undersigned defendant, and each surety who signs this bond, acknowledge that I have read this Appearance Bond and, and have either read all the other conditions of release or have had those conditions explained. I further acknowledge that I and my personal representatives, jointly and severally, are bound to pay the United States of America the sum of \$ 15,000,000 and that this obligation is secured with the below interest in the following property ("Collateral") which I represent is/are free and clear of liens except as otherwise indicated:

- ☐ cash deposited in the Registry of the Court in the sum of \$           ;
- ☒ premises located at: See Attachment B owned by defendant & sureties (Attachments B & C);
- ☒ I also agree to execute a confession of judgment, mortgage or lien in form approved by the U.S. Attorney which shall be duly filed with the proper local and state authorities on or before April 29, 2020

Each owner of the above Collateral agrees not to sell the property, allow further claims or encumbrances to be made against it, or do anything to reduce its value while this Appearance Bond is in effect.

**Forfeiture of the Bond.** This Appearance Bond may be forfeited if the defendant fails to comply with any of the conditions set forth above and on the reverse. The defendant and any surety who has signed this form also agree that the court may immediately order the amount of the bond surrendered to the United States, including any security for the bond, if the defendant fails to comply with the above agreement. The court may also order a judgment of forfeiture against the defendant and against each surety for the entire amount of the bond, including any interest and costs.\*

August L. Martin, Surety Address: [redacted]

Date 4/17/2020

4/17/2020

4/17/2020

I acknowledge that I am the defendant in this case and that I am aware of the conditions of release and of the penalties and sanctions set forth on the front and reverse sides of this form.

Release of the Defendant is hereby ordered on April 9 2020

Signature of Defendant

s/Hon. Pamela K. Chen, US DJ

Distribution: Canary - Court Pink - Pretrial Services Goldenrod - Defendant



**STANDARD CONDITIONS OF RELEASE**

IT IS ORDERED that the defendant's release is subject to these conditions:

- (1) The defendant must not violate any federal, state or local law while on release.
- (2) The defendant must cooperate in the collection of a DNA sample if the collection is authorized by 42 U.S.C. § 14135a.
- (3) The defendant must advise the Court, the Pretrial Services office, defense Counsel and the U.S. Attorney in writing before making any change in address or telephone number.
- (4) The defendant must appear in court as required and must surrender for service of any sentence imposed as directed.
- (5) The defendant must refrain from use or unlawful possession of a narcotic drug or other controlled substances as defined in 21 U.S.C. § 802, unless prescribed by a licensed medical practitioner.
- (6) If the defendant fails to report as required to the Pretrial Services Agency, defendant may be subject to such random visits at his/her residence or work by a Pretrial Services Officer as may be necessary to verify his/her residence or place of employment in order to secure compliance with the order of release.
- (7) The defendant must not possess a firearm, destructive device, or other weapon.

**SPECIAL CONDITIONS OF RELEASE FOR TESTING, TREATMENT OR EVALUATION  
AND FOR LOCATION MONITORING**

1. If the defendant fails to appear for any specified treatment or evaluation, defendant may be subject to such random visits at his/her residence or work by a Pretrial Services Officer as may be necessary to verify his/her residence or place of employment in order to secure compliance with the order of release.
2. The defendant must not obstruct, attempt to obstruct, or tamper with the efficiency and accuracy of prohibited substance screening or testing. Testing may be used with random frequency and may include urine testing, the wearing of a sweat patch, a remote alcohol testing system, and/or any form of prohibited substance screening or testing, as determined by Pretrial Services.
3. If defendant is subject to a location restriction program or location monitoring, defendant must:
  - (a) stay at his/her residence at all times except for approved activities and may not leave for approved activities without providing prior notice to Pretrial Services, except in cases of medical emergencies.
  - (b) abide by all program requirements and instructions provided by Pretrial Services relating to the operation of monitoring technology. Unless specifically ordered by the court, Pretrial Services may require use of one of the following or comparable monitoring technology: Radio Frequency (RF) monitoring; Passive Global Positioning Satellite (GPS) monitoring; Active Global Positioning Satellite (GPS) monitoring (including "hybrid" (Active/Passive) GPS); Voice Recognition monitoring.

**FORFEITURE OF THE BOND**

This appearance bond may be forfeited if the defendant does not comply with the conditions of release set forth in this Order Setting Conditions of Release and Bond. The court may immediately order the amount of the bond and any Collateral surrendered to the United States if the defendant does not comply with the agreement. At the request of the United States, the court may order a judgment of forfeiture against the defendant and each surety for the entire amount of the bond, including interest and costs.

**RELEASE OF THE BOND**

This appearance bond may be terminated at any time by the Court. This bond will be satisfied and the security will be released when either: (1) the defendant is found not guilty on all charges, or (2) the defendant reports to serve a sentence.

**ADVICE OF PENALTIES AND SANCTIONS TO THE DEFENDANT**

Defendant is advised that violating any of the foregoing conditions of release may result in the immediate issuance of a warrant of arrest, a revocation of the order of release, an order of detention, a forfeiture of any bond, and a prosecution for contempt of court and could result in imprisonment, a fine, or both.

While on release, if defendant commits a federal felony offense the punishment is an additional prison term of not more than ten years and for a federal misdemeanor offense the punishment is an additional prison term of not more than one year. This sentence will be consecutive (*i.e.*, in addition to) to any other sentence defendant may receive.

It is a crime punishable by up to ten years in prison, and a \$250,000 fine, or both, to: obstruct a criminal investigation; tamper with a witness, victim, or informant; retaliate or attempt to retaliate against a witness, victim, or informant; or intimidate or attempt to intimidate a witness, victim, juror, informant, or officer of the court. The penalties for tampering, retaliation, or intimidation are significantly more serious if they involve a killing or attempted killing.

If, after release, defendant knowingly fails to appear as the conditions of release require, or to surrender to serve a sentence, defendant may be prosecuted for failing to appear or surrender and additional punishment may be imposed, whether or not the defendant is convicted of the pending charges. If defendant is convicted of:

- (1) an offense punishable by death, life imprisonment, or imprisonment for a term of fifteen years or more – defendant will be fined not more than \$250,000 or imprisoned for not more than 10 years, or both;
- (2) an offense punishable by imprisonment for a term of five years or more, but less than fifteen years – defendant will be fined not more than \$250,000 or imprisoned for not more than five years, or both;
- (3) any other felony – defendant will be fined not more than \$250,000 or imprisoned not more than two years, or both;
- (4) a misdemeanor – defendant will be fined not more than \$100,000 or imprisoned not more than one year, or both.

A term of imprisonment imposed for failure to appear or surrender will be consecutive to any other sentence imposed. In addition, a failure to appear or surrender may result in the forfeiture of any bond posted.

**ATTACHMENT A**

1. The defendant must remain in and may not leave the Central District of California and New York City except as approved, with at least two-day advance notice, by Pre-Trial Services. See additional conditions in paragraph 5, below.
2. The defendant will not directly or indirectly associate or have contact with his co-defendants or any individual employed by or associated with the following entities: (i) any sports marketing company identified in the indictment in this case, including without limitation Torneos y Competencias S.A., Full Play S.A. and the Traffic Group or any subsidiary or affiliates of the foregoing companies; (ii) CONCACAF and any affiliated or constituent entity; (iii) CONMEBOL and any affiliated or constituent entity; (iv) FIFA and any affiliated or constituent entity; and (v) 21<sup>st</sup> Century Fox and any currently or formerly affiliated entity, about the allegations in the Superseding Indictment. The foregoing does not preclude counsel of record for the defendant from contacting such individuals in connection with the defense of the case or preclude contact among co-defendants pursuant to a joint defense agreement.
3. See paragraphs 1 and 5.
4. The defendant shall surrender any and all passports to Pretrial Services by Friday, April 10, 2020.
5. The defendant shall participate in a curfew from 10:00 p.m. to 6:00 a.m. and be monitored via Voice Recognition or other means to be determined at the discretion of Pre-Trial Services.
6. The defendant shall immediately report to Pre-Trial Services any conversion of any portion of his ownership stake in Wondery into cash or any other form of liquid asset.

**ATTACHMENT B**

The \$15 million appearance bond shall be signed by the defendant and co-signed by the following people, who will be liable for the full face amount of the bond in the event the defendant fails to comply with the specified conditions of release, by Monday, April 20, 2020:

1. August L. Martin
2. Scott Velasquez

The \$15 million appearance bond shall be partially secured by a corporate surety bond in the amount of \$175,000, to be executed by a representative of the Allegheny Casualty Company, attached to the bond form as ATTACHMENT C, and Real Property, specifically, deeds of trust in favor of the Clerk, U.S. District Court, Eastern District of New York, on the following properties:

- 1.
2. [redacted]
- 3.

With executed deeds of trust and proof of mailing to the relevant Recorder's office(s) to be filed by Wednesday, April 29, 2020, and certified proof of official recording to be filed by May 27, 2020.



**Allegheny Casualty Company**  
P.O. Box 9810  
Calabasas, CA 91372-9810  
Phone (800) 935-2245 Fax (818) 449 - 7100

# Attachment C

## UNITED STATES DISTRICT COURT

FOR THE EASTERN DISTRICT OF NEW YORK

DISTRICT OF \_\_\_\_\_

UNITED STATES OF AMERICA  
*Plaintiff,*

Magistrate Docket # \_\_\_\_\_

VS.

Criminal No. 15-252 (PKC)

HERNAN LOPEZ  
*Defendant,*

### SURETY BOND FOR PRELIMINARY AND/OR COURT APPEARANCE OF DEFENDANT

The above-named defendant having been charged with violation(s) of Title 18, United States Code Section(s) 1343, 1349, and 1956(a)(2)(A), and bail having been set in the sum of Fifteen Million Dollars (\$ 15,000,000 ).

We, the undersigned, jointly and severally acknowledge that we and our personal representatives are bound to the United States of America on this appearance bond in the sum of One Hundred Seventy Five Thousand Dollars (\$ 175,000 ) subject to the conditions below.\*

The conditions of this bond are that the above-named defendant is to appear on April 20, 2002 at 11:00 am, before a United States Magistrate/Judge for the above named court, and at such other places as the defendant may be required to appear in the above-named referenced case as may be ordered by the Magistrate or by the United States District Court or any other United States District Court to which the defendant may be removed or the cause transferred. It is agreed that shall be bound by the terms and conditions of release, as imposed, by the Magistrate for the Federal Court of the District of Eastern District of New York hearing the above referenced case. It is agreed and understood that this is a continuing bond guaranteeing the defendant's appearance in court when required through and including sentencing should same occur.

If the defendant appears at all times as ordered, then this bond is to be void and exonerated, but if the defendant fails to appear in court or at such other places as may be ordered by the court, or violates any other conditions of bail as imposed by the court, forfeiture of the bond may be declared by any United States District Court having cognizance of the above entitled matter, at the time of or after such nonappearance or breach thereof. If this bond is forfeited and the forfeiture is not set aside or remitted, judgment may be entered upon motion in such United States District Court against each debtor as provided by the Federal Rules of Criminal Procedure and by other laws of the United States.

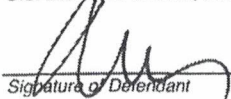
This bond form must be accompanied by a Power of Attorney of **Allegheny Casualty Company**, which must reflect a power amount, minimally the sum of this undertaking. The terms and conditions appearing on said Power of Attorney are incorporated herein by this reference.

This bond executed this \_\_\_\_\_.

**BOND APPROVED, DEFENDANT ORDERED RELEASED**

DATE \_\_\_\_\_

U.S. DISTRICT JUDGE, MAGISTRATE

  
Signature of Defendant

Signature of surety acknowledged before me this  
17<sup>th</sup> day of April, 2020

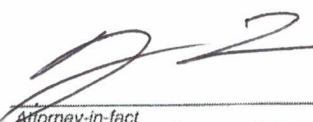
[redacted]

Address of Defendant

DEPUTY CLERK

Los Angeles CA 90046  
City State Zip Code

Telephone

 Lic # 1B58651  
Attorney-in-fact

\*The conditions set forth in the Bond Form, along with Attachments A and B, to which this Corporate Surety Bond is attached as Attachment C, control, and are expressly incorporated into this form.

